



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Improvement Deferral Agreement for 1820 South Cherokee Lane

MEETING DATE: December 16, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving the Improvement Deferral Agreement for 1820 South Cherokee Lane.

BACKGROUND INFORMATION: The owner of the property, Wine Country Parking, LLC, has submitted a building permit application (#B09-1048) for a parking lot located at 1820 South Cherokee Lane (APN 062-060-35), as shown on Exhibit A.

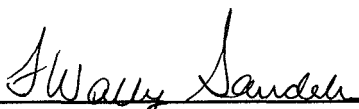
The parking lot improvements required by the building permit include, but are not limited to, the installation of curb, gutter, sidewalk, and landscape improvements, as well as adjustment of existing utilities. The owner has requested that the required improvements be deferred since the improvements have not been completed on the adjacent property to the south on Cherokee Lane. These deferred improvements would be made when the adjacent parcel develops, unless needed at an earlier time.

The owner has signed an Improvement Deferral Agreement and paid the necessary document preparation fee and recording fees for the Agreement. The Agreement, in part, states that the owner agrees to pay for and complete the design and installation of the required improvements on Cherokee Lane in accordance with City Standards, including payment for engineering and other applicable City fees.

Staff recommends approval of the Improvement Deferral Agreement.


FISCAL IMPACT: None.

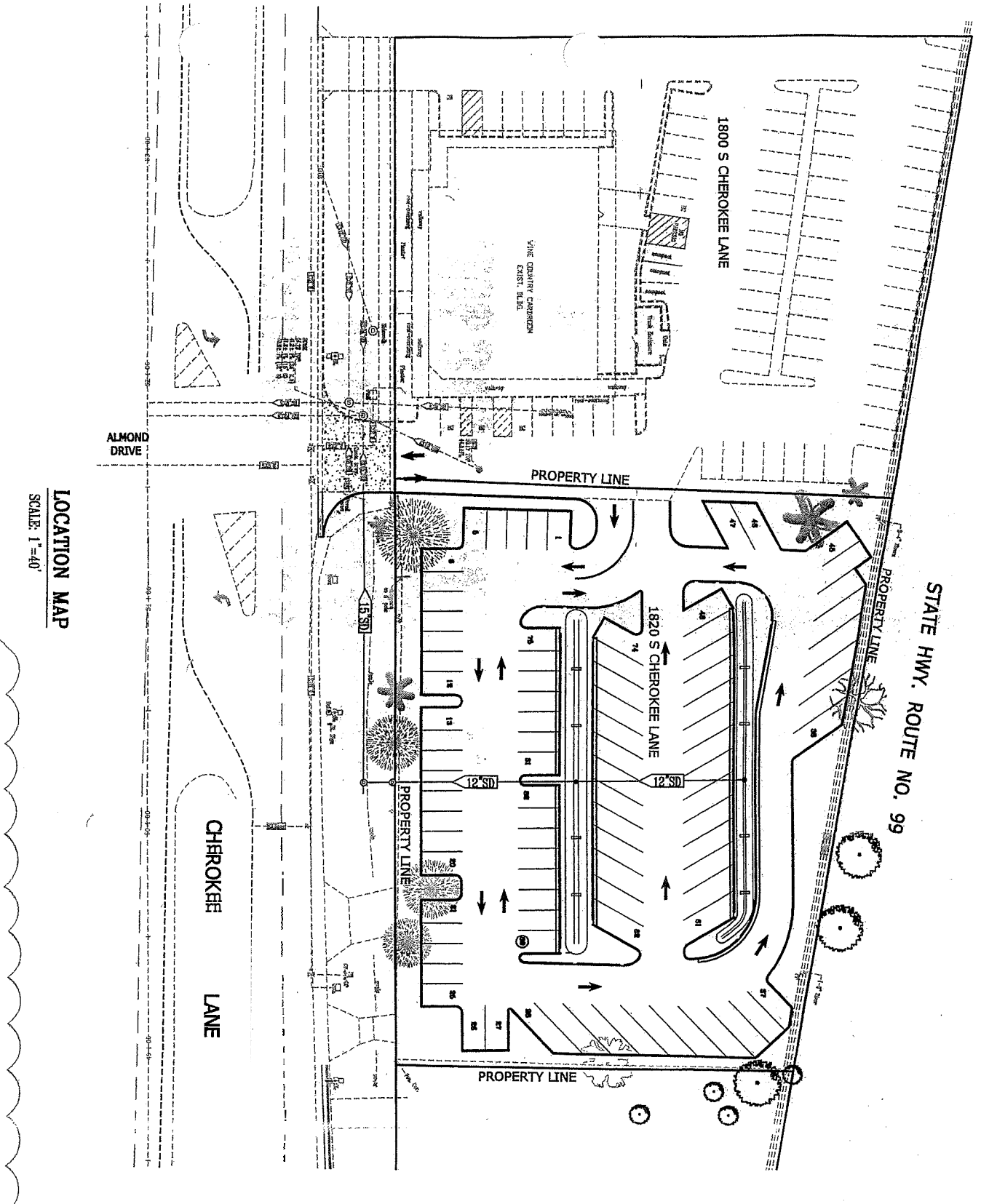
FUNDING AVAILABLE: Not applicable. Improvement Deferral Agreement Fee (\$1,810) and recording fees have been paid by the owner.


F. Wally Sandelin
Public Works Director

Prepared by Denise Wiman, Senior Engineering Technician
FWS/DW/pmf
Attachment
cc: Junior Engineer Boyer

APPROVED:


Blair King, City Manager



WHEN RECORDED, RETURN TO:

City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

IMPROVEMENT DEFERRAL AGREEMENT

1820 S. Cherokee Lane, Lodi, California
(APN 062-060-35)

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City" and Wine Country Parking, LLC, A California Limited Liability Company, hereinafter referred to as "Owner".

RECITALS:

Owner is the owner of that certain real property situated in the City of Lodi, County of San Joaquin, known as 1820 S. Cherokee Lane (APN 062-06-35) and described as follows:

The land referred to is situated in the County of San Joaquin, City of Lodi, State of California, and is described as follows:

PARCEL ONE:

A portion of D. Kettleman Tract, in the City of Lodi, County of San Joaquin, State of California, as per Map recorded in Volume 3 of Maps and Plats, at Page 32, in the Office of the County Recorder of said County, described as follows:

Beginning at a point on the North line of Lot 2 of said D. Kettleman Tract, said point being the Northeast corner of that certain 0.509 of an acre parcel of land described in Deed to State of California, recorded September, 26, 1944 in Volume 902 of Official Records, at Page 20, San Joaquin County Records; thence South 8°40'44" East, 369.50 feet, more or less, along the East line of said State of California Property to the South line of said Lot 2; thence South 88°13' East, 176.48 feet along said South line of Lot 2 to the Southwest corner of that certain parcel of land in Deed to the State of California, recorded November 13, 1957, in Volume 2016 of Official Records, at Page 185, San Joaquin County Records; thence North 9°27' East, 372.46 feet along the West line of said State of California property last set forth Deed; thence North 88°13' West, along the North line of said Lot 2 to the point of beginning.

EXCEPT that portion deeded to Leon A. Croce in Deed recorded June 14, 1971 in Book 3540, Page 118, of Official Records.

ALSO EXCEPTING THEREFROM any portion of said premises, conveyed to State of California by Deed recorded September 26, 1944 in Volume 902 of Official Records, at Page 20 and by Deed recorded November 13, 1957 in Volume 2016 of Official Records, at Page 185.

PARCEL TWO:

Together with an easement for roadway purposes over the South 6 feet of the West 148 feet of the following described property:

A portion of Lot 2, as shown upon Map entitled, D. Kettleman Tract, filed for record May 27, 1905 in Volume 3 of Maps and Plats, at Page 32, San Joaquin County Records, described as follows:

Beginning at a point on the North line of Lot 2 of said D. Kettleman Tract, said point being the Northeast corner of that certain 0.509 acre parcel of land described in Deed to State of California, recorded September 26, 1944 in Volume 902 of Official Records, at Page 20, San Joaquin County Records; thence South $0^{\circ}40'$ East along the East line of said State of California property a distance of 111.00 feet; thence South $88^{\circ}10'30''$ East, parallel with the North line of said Lot 2 a distance of 222.12 feet to the West line of that certain parcel of land described in Deed to the State of California, recorded November 13, 1957, in Volume 2016 of Official Records, at Page 185, San Joaquin County Records; thence North $9^{\circ}27'$ East along the West line of said State of California property a distance of 111.89 feet to a point on the Northerly line of said Lot 2; thence North $88^{\circ}10'30''$ West along the North line of said Lot 2 a distance of 241.80 feet to the point of beginning.

Building application (B09-1048) has been submitted to construct a parking lot on the subject property. Installation of public improvements along Cherokee Lane are required as a condition of permit issuance in accordance with existing City ordinances and policies regarding off-site improvements as set forth in Title 15, Chapter 15.44 of the Lodi Municipal Code. Required improvements include the installation of curb, gutter, sidewalk, landscape (turf and irrigation) improvements and adjustment of existing utilities along the Cherokee Lane right-of-way fronting the subject parcel. Owner is desirous of complying with existing City ordinances and policies regarding off-site improvements. However, since the curb, gutter, sidewalk, landscape improvements and adjustment of existing utilities have not been completed on the adjacent properties on Cherokee Lane, Owner has requested that the required improvements be deferred.

Council of the City will approve the deferral of the required curb, gutter, sidewalk, landscape improvements and adjustment of existing utilities on condition that the Owner first enter into and execute this agreement with City.

NOW THEREFORE, in order to insure satisfactory performance by Owner of Owner's obligations under said City Code, the parties agree as follows:

1. Owner agrees to pay for and complete the design and installation of the required improvements on Cherokee Lane in accordance with City Standards, including payment for engineering and other applicable City fees, at the time of development of adjacent parcels, or at the request of the City, whichever occurs first.
2. Owners agrees to dedicate the necessary easements to allow construction of the said improvements at the time such improvement installation is required.
3. Owner agrees to undertake the design and construction of the required improvements within 90 days after written notice is given by the City, and will complete the required improvements within 180 days from the date of notice.
4. This agreement shall run with the land and be binding on the Owner, its heirs, successors or assigns.
5. If Owner fails to complete the required improvements within the time period specified in Item #3 above, the City is hereby authorized to complete the improvements at the expense of Owner, and may file suit against Owner, its heirs, successors or assigns for the costs incurred, as well as for a reasonable sum to be allowed as and for the City's attorney fees incurred in connection with such litigation for the collection of the monies due or may file a lien against said property for the costs incurred.
6. A copy of the Agreement shall be recorded in the office of the San Joaquin County Records, P. O. Box 1968, Stockton, California 95201-1968.
7. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

F. Wally Sandelin
Public Works Director
City of Lodi
P. O. Box 3006
Lodi, CA 95240-1910

Notices required to be given to Owner shall be addressed as follows:

Wine Country Parking, LLC
1820 S. Cherokee Lane
Lodi, CA 95240

IN WITNESS WHEREOF, the parties hereto have set their hands the day, month and year appearing opposite their names.

CITY OF LODI, a Municipal Corporation

Dated: _____

By: _____
Blair King, City Manager

Attest: _____
Randi Johl, City Clerk

Owner(s)

Wine Country Parking, LLC
A California Limited Liability Company

Dated: _____

APPROVED AS TO FORM:



D. Stephen Schwabauer, City Attorney

Dated: Dec 8 2009

RESOLUTION NO. 2009-174

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING IMPROVEMENT DEFERRAL AGREEMENT
FOR 1820 SOUTH CHEROKEE LANE

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Improvement Deferral Agreement for 1820 South Cherokee Lane between the City of Lodi and Wine Country Parking, LLC; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the Improvement Deferral Agreement on behalf of the City of Lodi.

Dated: December 16, 2009

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I hereby certify that Resolution No. 2009-174 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 16, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Mounce, and
Mayor Katzakian

NOES: COUNCIL MEMBERS – Hitchcock

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JUHL
City Clerk